Appendix E

Ordinance No. 92-7

Self-Sufficiency of Utility Rates

ORDINANCE NO. 92-7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVER CITY ESTABLISHING SELF-SUFFICIENCY OF UTILITY RATES AND IMPLEMENTING THE ENTERPRISE FUND POLICY THAT SEWER AND WATER FUNDS SHALL PAY THE FULL COSTS OF OPERATION

WHEREAS, the City Council of Grover City has adopted a policy that water and sewer funds shall be enterprise funds and shall pay their full costs of operation;

NOW, THEREFORE, BE IT ORDAINED as follows:

Section 1. Part 2 - Water Fee Surcharge and Part 2.5 - Excessive Use Surcharge of Chapter 2 of Title VII of the Municipal Code is hereby repealed.

Section 2. Water utility rates shall be set at: Minimum monthly service charge shall be $6.75 plus a per unit (one hundred cubic feet) charge of $1.33.

Section 3. That portion of the Grover City Municipal Code entitled "Article VII–Public Works, Chapter 1, Sanitary Sewer System: Section 7180 is hereby amended as follows:

Section 7180. Sewer Rental Charge

Every person whose premises in the City are served by a connection with the system of sewerage of the City whereby the sewerage or industrial wastes, or both, are disposed of by the City through the sewerage treatment plan, or otherwise, shall pay a sewer rental charge based as follows, to wit:

A. One Dwelling

For each single family dwelling the sum of twelve dollars and sixty-eight cents ($12.68) per month.

B. Two or More Dwellings

For each single family dwelling unit in any duplex, double house or other building containing two or more single family dwelling units, the sum of twelve dollars and sixty-eight cents ($12.68) per month per dwelling unit.

C. Apartments

For each apartment house, the sum of twelve dollars and sixty-eight cents ($12.68) per unit per month.

D. Hotel, Motel, Auto Court or Lodge

For each dwelling unit in any hotel, motel, auto court, or lodge, the sum of twelve dollars and sixty eight ($12.68) per unit per month. A manager's unit is also twelve dollars and sixty-eight cents ($12.68) per month.

E. Rooming House

For each rooming house where rooms are rented to others for lodging purposes, the sum of twelve dollars and sixty-eight cents ($12.68) for the rooming house, plus five dollars and ninty-seven cents ($5.97) per bedroom per month.

F. Mobile Home Space

For each mobile home space, the sum of twelve dollars and sixty-eight cents ($12.68) per month.

G. Travel Trailer and Recreational Vehicle Space

For each travel trailer, recreational vehicle, camper, or camping space, the sum of eight dollars and ninty-five cents ($8.95), plus two dollars and forty-six cents ($2.46) for each fixture in a public building and three dollars and ninty-five cents ($3.95) for each coin-operated washing machine per month.

H. Church

For each church, the sum of fourteen dollars and seventeen cents ($14.17) per month, plus twelve dollars and sixty-eight cents ($12.68) per month for any parsonage or dwelling unit connected thereto.

I. Public Places

For each theater, club house, or place of amusement, the sum of fourteen dollars and seventeen cents ($14.17) per month.

J. Commercial Establishment

For each commercial establishment, wholesale or retail, the minimum of fourteen dollars and seventeen cents per month for up to five (5) fixtures, plus two dollars and forty-six cents ($2.46) per month for each additional fixture.

K. Restaurants

For each restaurant the sum of two dollars and forty-six cents ($2.46) per month per each 100 cubic feet, or fraction thereof, of water used, with a minimum of twelve dollars and sixty-eight cents ($12.68) per month.

L. Car Washes and Laundromats

For each car wash and laundromat, the sum of one dollar and ninteen cents ($1.19) per month per each 100 cubic feet, or fraction thereof, of water used with a minimum of five dollars and ninty-seven cents ($5.97) per month.

M. Factories, Industrial Plants

1. For each factory or industrial plant with twenty (20) employees or less, fifteen dollars and sixty-six cents ($15.66) per month.

2. For each additional employee over twenty (20), ninty-seven cents ($0.97) per month. Higher rate where heavy discharge or character of sewer warrants.

N. Schools

For each public or private school, the minimum yearly charge shall be four dollars and forty-eight cents ($4.48) per Average Daily Attendance (ADA) and employees, plus ninty-seven cents ($0.97) per ADA and employees when the school has a cafeteria.

Section 4.

The Council shall review the water and sewer rates annually to determine appropriate levels to maintain self-sufficient rates, which may be adjusted annually by Resolution.

Section 5.

This Ordinance shall take effect thirty (30) days after its passage and within fifteen (15) days after its adoption, this Ordinance shall be posted in three public places within the City of Grover City, to-wit:

1. City Hall, 154 South Eighth Street, Grover City, CA

2. United States Post Office, 917 Grand Avenue, Grover City, CA

3. Grover City Chamber of Commerce, 177 South Eighth Street, Grover City, CA

This Ordinance was introduced and read on the 6th day of July, 1992, and passed and adopted on the 20th day of July, 1992, on the following roll call vote, to-wit:

AYES: Munroe, Gates, Forister, Keith, Mayor Comstock

NOES: None

ABSENT: None

Chuck Comstock
MAYOR

ATTEST:

Patricia A. Lincoln
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Appendix F

Preliminary Survey SSLOCSD

Recycled Water Demands

PRELIMINARY

Table 4-1. SSLOCSD Recycled Water Demands

Irrigation Site	Estimated Irrigated Area, Acres	Peak Month Demand, AF	Annual Demand, AF	Peak Flow, gpm
LANDSCAPE IRRIGATION - SSLOCSD AREA				
Caltrans Median	20.0	9.0	40.0	724
Soto Sports Complex (AG) - see Note 4.	-	-	-	-
X Mentone Basin Park (GB)	3.0	1.4	6.0	109
X 16th Street Park (GB)	2.0	0.9	4.0	72
Arroyo Grande Cemetery	18.0	8.1	36.0	652
Area Schools (per school projection)	3.0	1.4	6.0	109
X Grover Heights Park (GB)	4.0	1.8	8.0	145
Ramona Gardens Park (AG)	1.0	0.5	2.0	36
Costa Bella Park (AG)	0.5	0.2	1.0	18
El Camino Real Park (AG)	4.0	1.8	8.0	145
Rancho Grande Park (AG)	5.0	2.3	10.0	181
Terra de Oro Park (AG)	2.0	0.9	4.0	72
Strother Park (AG)	4.0	1.8	8.0	145
Oceano County Park (Oceano)	6.0	2.7	12.0	217
SUBTOTAL:	**72.5**	**32.6**	**145.0**	**2,625**
LANDSCAPE IRRIGATION - NIPOMO AREA				
Black Lake Golf Course (see Note 5)	75.0	33.8	150.0	246
Nipomo Regional Park	100.0	45.0	200.0	329
Cypress Ridge Golf Course (see Note 5)	-	-	-	-
Woodland Golf Course	150.0	67.5	300.0	493
SUBTOTAL:	**325.0**	**146.3**	**650.0**	**1,068**
GROUNDWATER RECHARGE/STREAM AUG.				
Arroyo Grande Creek Stream Flow	---	208.3	2,500.0	1,550
SUBTOTAL:	---	**208.3**	**2,500.0**	**1,550**
NIPOMO GROUNDWATER RECHARGE				
Groundwater Injection (see Note 6)	---	66.7	800.0	496
SUBTOTAL:	---	**66.7**	**800.0**	**496**
DIRECT AGRICULTURAL IRRIGATION				
Arroyo Grande Crop Irrigation	3,140.0	1,413.0	7,850.0	4,867
SUBTOTAL:	---	**1,413.0**	**7,850.0**	**4,867**
INDUSTRIAL				
Tosco/Unocal Refinery	---	1,290.0	1,290.0	800
SUBTOTAL:	-	**1,290.0**	**1,290.0**	**800**

NOTES:

1. Peak Month based on 0.45 AF/Irrigated Acre.
2. Annual Demand (landscape irrigation) based on 2.0 AF/Irrigated Acre.
3. Peak flow (gpm) for turf irrigation (except golf courses) based on 2 times the Peak Day. Golf course peak flow assumes on-site storage, thus continuous delivery. Peak Day=1.5xpeak month; 9 hour irrigation period at night
4. Irrigated with Storm Water, park estimated at 40 acres.
5. Based on half of acreage being serviced by recycled water; remainder served by on-site WWTP. For Cypress Ridge, all irrigation demands are assumed to be taken care of by on-site WWTP.
6. Recharge rate based on meeting water quality objectives for TDS in the Nipomo-Mesa area.
7. Stream augmentation/GW discharge based on meeting Regional Board Basin Plan Objectives.
8. Annual demand (crop irrigation) based on 2.5 AF/irrigated acre.
9. Golf Course Demands based on availability of on-site storage to handle peak diurnal demands.
10. Crop irrigation demand assumes on-site storage available to meet irrigation demands.

PRELIMINARY

Appendix G

Gentlemen’s Agreement

AGREEMENT REGARDING MANAGEMENTOF THE ARROYO GRANDE GROUNDWATER BASIN

A. Parties

This Agreement is entered into among the San Luis Obispo Farm Bureau, the Cities of Arroyo Grande, Pismo Beach, Grover Beach and the Oceano Community Services District (collectively referred to hereinafter as "Parties"). The Cities of Arroyo Grande, Pismo Beach, and Grover Beach and the Oceano Community Services District, are hereinafter referred to collectively as "Urban Parties."

B. Recitals

WHEREAS, in January 1983, a Technical Advisory Committee consisting of representatives of Arroyo Grande, Grover City, Pismo Beach, Oceano Community Services District, Port San Luis Harbor District, the Farm Bureau, Avila Beach County Water District and the County of San Luis Obispo ("Committee") determined in reliance on the 1979 Report of the Department of Water Resources entitled Ground Water in the Arroyo Grande Area that the safe yield of the Arroyo Grande Groundwater Basin ("Basin") is 9,500 acre feet per year;

WHEREAS, in or about February 1983, the Parties agreed to enter into a voluntary groundwater management plan to provide for effective management of groundwater resources in the Basin through which each party was given sufficient water to meet its needs as then projected; such needs being met in part by the City of Arroyo Grande foregoing 358 acre feet per year of its historical use and the City of Pismo Beach foregoing 20 acre feet per year of its historical use;

WHEREAS, this management plan provided a reasonable division of the safe yield of the Basin without court imposed groundwater basin adjudication;

WHEREAS, on February 9, 1983, the terms of the management plan were incorporated into Resolution No. 83-1 of the South San Luis Obispo County Water Association Approving the Recommendations of the Committee relating to the Basin (the "Resolution");

WHEREAS, each of the Parties have adopted individual resolutions endorsing the provisions of the Resolution;

WHEREAS, the Parties have generally complied with the terms and conditions of the Resolution; and

WHEREAS, general compliance with the Resolution has proven to be a fair and efficient means of managing and protecting groundwater resources in the Basin as confirmed by the revised final draft report prepared by the Department of Water Resources entitled, Water Resources of Arroyo Grande and Nipomo Mesa, January 2000.

Appendix G

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Division of Safe Yield.

a. The parties agree to a division of the safe yield of the Basin as follows:

Applied Irrigation	5,300 acre feet
Subsurface flow to ocean	200 acre feet
Urban Use:	
City of Arroyo Grande	1,202 acre feet
City of Grover Beach	1,198 acre feet
City of Pismo Beach	700 acre feet
Oceano Community Services District	900 acre feet

b. Any increase or decrease in the safe yield of the Basin attributable to changed operation of the Lopez Reservoir, or any other cause, shall first be divided between the Urban Parties and applied irrigation on a pro rata basis using the formula from the 1983 Gentlemen's Agreement, sixty percent (60%) to applied irrigation and forty percent (40%) to the Urban Parties. Thereafter, the first 378 acre feet per year of any increase of safe yield allocated to the Urban Parties shall be divided between the City of Arroyo Grande and the City of Pismo Beach on a pro rata basis (95% to Arroyo Grande and 5% to Pismo Beach).

c. The entitlements of each respective Urban Party may be increased based upon the conversion of irrigated agricultural lands to urban use. An Urban Party to this Agreement may increase its entitlement for urban use by a factor of three (3) acre feet per acre per year minus the calculated urban usage per acre per year upon the conversion of irrigated agricultural land to urban usage. "Irrigated agricultural land" shall be that land within the corporate limits of the party that was identified as irrigated agricultural land in the 1979 Department of Water Resources Report entitled Ground Water in the Arroyo Grande Area. This agricultural conversion factor may be applied to all acreage converted to urban use from January 1, 1983, throughout the life of this Agreement. Such an agricultural conversion factor is in the best interests of the overall Basin in that it will not result in any decline in the groundwater service over time. The Parties agree that no water should be converted to urban use within the Basin without establishing that it was irrigated agricultural land as defined in the 1979 Department of Water Resources Report, Groundwater in the Arroyo Grande Area.

d. The Parties agree and understand that the safe yield figures utilized in this Agreement are a product of the 1979 Department of Water Resources Report regarding the Arroyo Grande Basin as adjusted by the 1983 ad hoc Technical Advisory Committee and that the division of the resources is based upon the historical use of each party and a practical accommodation of each Party's needs as they existed at the time of the adoption of the 1983 agreement. It is agreed that the Parties will meet and confer on issues related to safe yield and division of existing water resources upon the

final adoption of the new Arroyo Grande Basin study performed by the Department of Water Resources, which is currently in draft.

2. Shared Information and Monitoring: The Urban Parties to this Agreement shall freely share information with each other regarding each of their respective uses of groundwater in the Basin, including all pumping data such as amounts of water extracted, well static water levels, and water quality. The Urban Parties to this Agreement shall meet on a quarterly basis to share this information and to discuss water usage and impacts upon the Basin. The Parties shall conduct a review of water usage and the impacts on Basin hydrology in 2010 and 2020.

3. Term:

a. This Agreement shall bind the Parties indefinitely absent a significant change of circumstances as to available water, water quality, or hydrogeology of the Arroyo Grande Basin. A significant changed circumstances shall allow any party to opt out of this Agreement if the significant change of circumstances put that party at risk of not being able to meet its potable water needs.

b. Significant changed circumstances shall include changes within the Basin or outside of the Basin, including but not be restricted to, a change in the Lopez Reservoir safe yield or an increase in Lopez Reservoir discharges for conservation purposes that threatens the ability of the urban Parties to obtain their contractual allotments under their Lopez agreements, or a significant change in groundwater yields or quality, or a reduction in foreign water imported by any Urban Party. The Parties recognize that rainfall within the watershed is the most significant factor in affecting the yield of Lopez Reservoir and the Basin.

c. The Parties shall revisit the issue of the allocation of groundwater resources within the Arroyo Grande Basin in 2010 and 2020 in the context of the review provided for in section 2 of this Agreement. The Parties shall make new allocations of groundwater resources at that time if circumstances justify it and if no harm will result to other groundwater users. Priority shall be given to reallocation of historical use of groundwater to Arroyo Grande and Pismo Beach that those agencies chose not to pursue in the entering into of the original Gentlemen's Agreement in 1983 should such new allocations be made.

d. A Party may opt out of this Agreement if significant changed circumstances arise as defined in this section. Such a party shall give all other parties to the agreement not less than six months written notice of its intention to opt out. The written notice shall describe in detail the significant changed circumstances upon which the Party bases its election to opt out of the Agreement.

4. Mediation Agreement: The Parties agree to mediate any disputes that arise out of the Parties' performance under this Agreement, or the interpretation of the terms of this Agreement, prior to instituting any litigation against or between any other party to this Agreement. Should a party institute litigation without first offering in good faith to mediate any such dispute, any party may move for an order compelling mediation and staying the proceedings in the litigation until after mediation has been completed. The prevailing party on a motion to compel mediation shall be entitled to recover its attorney's fees against any resisting party or any party who filed litigation without first

making a good faith attempt to mediate the dispute. This mediation requirement shall not apply where the health and safety of any of the Parties, or any of the Parties' residents, is threatened and they must seek, and have obtained, preliminary relief for the purposes of preserving health and safety.

5. No Third Party Beneficiaries: The Parties are entering into this Agreement in order to reasonably allocate existing groundwater resources between themselves and not to benefit any third parties. This agreement shall only be enforceable between the Parties themselves. This Agreement does not create any right enforceable by any person or entity that is not a party to this Agreement.

6. General Provisions:

a. The Parties warrant that all necessary approvals and authorizations have been obtained to bind them to all terms of this Agreement, and further warrant that the persons signing have authority to sign on behalf of their respective Parties.

b. Written notice under this Agreement shall be given by placing such notice in the first class mail, postage prepaid, or by hand delivery to the current address of the office of any Party to this Agreement.

c. No amendment to this Agreement will be binding on any of the Parties unless it is in writing and signed by an authorized representative of all of the Parties.

d. This Agreement will be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

e. If any provision of this Agreement is held invalid or unenforceable by any final judgment, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

f. This Agreement may be executed simultaneously in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

g. The Parties represent that prior to the execution of this Agreement, they consulted independent legal counsel of their own selection regarding the substance of this Agreement.

WHEREFORE, the Parties publicly consent to the terms and conditions of this Agreement by executing the same as set forth below.

Dated: August 24, 2001.

City of Arroyo Grande

By: _____

Print Name and Title: Michael A. Lady, Mayor

Dated: Aug 8, 2001. City of Pismo Beach

By: Rudy Natoli

Attest: Sharon Jones
City Clerk Sharon Jones

Print Name and Title: Mayor Rudy Natoli

Dated: August 6, 2001. City of Grover Beach

By: [signature]

Attest: Donna L. McMahon
Donna L. McMahon
Deputy City Clerk

Print Name and Title: Mayor Richard W. Neufeld

Dated: _____, 2001. Oceano Community Services District

By: _____

Print Name and Title: _____

Dated: _____, 2001. San Luis Obispo County Farm Bureau

By: _____

Print Name and Title: _____

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